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 CLERK'S OFFICE, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA


EE King

7
 8 IN THE UNITED STATES DISTRICT COURT
 9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10
 11 UNITED STATES OF AMERICA,
 12 Plaintiff,

CV

08 Case No.

2079

13 v. **COMPLAINT**
 14 EDGARDO F. ABSALON aka
 15 EDGARDOTAO F. ABSALON,
 16 Defendant(s). /

17 Plaintiff, through its attorney, alleges:

- 18 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section 1345.
 19 2. Defendant resides in the Northern District of California.

20 **FIRST CAUSE OF ACTION**

21 3. Defendant owes plaintiff \$1,674.01, plus additional interest and costs according to the
 22 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

23 **SECOND CAUSE OF ACTION**

24 4. Defendant owes plaintiff \$2,084.61, plus additional interest and costs according to the
 25 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit B.

26 WHEREFORE, plaintiff demands judgment against defendant for the sum of \$3,758.62,
 27 additional interest to the date of judgment, attorney's fees in the amount of 33% of the
 28 debt, and court costs.

Date: April 18, 2008



MICHAEL COSENTINO
 Attorney for the Plaintiff, United States of America

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #1 of 2

Edgardo F. Absalon
Aka: Edgardotajo F. Absalon
142 Cerro Dr.
Daly City, CA 94014-1535
Account No: 19837

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/06/07.

On or about 06/29/88, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00, from Eduaid/Trans World Insurance Co. (Sacramento, CA) at 8.00 percent interest per annum. This loan obligation was guaranteed by Higher Education Assistance Foundation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$1,066.06 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 10/28/92, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,674.01 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 09/06/99, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has credited a total of \$916.03 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal	\$1,674.01
Interest:	\$1,120.39
Total debt as of 07/06/07:	\$2,794.40

Interest accrues on the principal shown here at the rate of \$.37 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 08/02/07

**Delfin M. Reyes
Loan Analyst**


Delfin M. Reyes
Loan Analyst
Litigation Support

EXHIBIT A

**U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS #2 OF 2

Edgardo F. Absalon
Aka: Edgardotajo F. Absalon
142 Cerro Dr.
Daly City, CA 94014-1535
Account No: 9837

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 07/06/07.

On or about 06/29/88, the borrower executed promissory note(s) to secure loan(s) of \$3,748.00, from Eduaid/Trans World Insurance Co. at a variable rate of interest to be established annually by the Department of Education. This loan obligation was guaranteed by Higher Education Assistance Foundation and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et. seq. (34 CFR Part 682). The holder demanded payment according to the terms of the note(s), and credited \$1,796.25 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 10/28/92, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,084.61 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 09/06/99, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has credited a total of \$1,113.97 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

Principal	\$2,084.61
Interest:	\$1,322.59
Administrative/Collection Costs:	\$0.00
Late Fees:	\$0.00
 Total debt as of 07/06/07:	 \$3,407.20

Interest accrues on the principal shown here at the current rate of 8.20% and a daily rate of \$.47 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 08/02/07

Delfin M. Rayo
Delfin M. Rayo
Loan Analyst
Litigation Support

EXHIBIT B